

## **GRANT CONTRACT**

THIS GRANT CONTRACT is made and entered into by and between the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation, hereinafter referred to as "**Sponsor**", and the **Human Services Federation**, a non-profit corporation, hereinafter referred to as "**Grantee**".

### **WITNESSETH:**

**WHEREAS**, the Sponsor is required or authorized to expend funds for the following services by the provisions of §13-604 R.R.S 1943; and

**WHEREAS**, the Sponsor has authority in the areas of recreation, health, and other community development activities; and

**WHEREAS**, the Grantee has established programs the purpose of which is to provide educational, recreational, social, health, spiritual, cultural, and care-giving activities for the benefit of the citizens of Lancaster County and specifically for the participants at the Human Services Federation.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

**1. Purpose.** The purpose of this Grant Contract is to provide funding for the Creating Assets, Savings and Hope project (C.A.S.H.), as described in Attachment "A", attached hereto and hereby incorporated by this reference.

**2. Scope of Services.** The Grantee agrees to perform the duties described in Attachment "B" attached hereto and incorporated by this reference.

**3. Project.** Grantee agrees that it shall expend the funds granted hereunder only for the purposes authorized in Paragraph 1 above.

**4. Grant.** In order to assist the Grantee in financing the cost of the project described in Paragraph 1 above for a period of twelve (12) months from September 1, 2008 to August 31, 2009, the Sponsor shall make a Grant in the amount of \$10,000.00, from the General Fund.

**5. Project Budget.** A project budget shall be prepared and maintained by Grantee. Grantee shall carry out the project and shall incur obligations against and make disbursements of funds provided hereunder by the Sponsor only in conformity with the project budget as approved by the Sponsor. Said project budget may be revised from time to time, but no budget or revision thereof shall be effective unless and until the same is approved by the Sponsor.

**6. Account Procedures and Records.** (a) Grantee shall establish for the project one or more separate accounts which shall be approved by the Sponsor, or its designated representative. Said account or accounts shall be maintained within Grantee's existing accounting system or set up independently. Said accounts are referred to herein collectively as "Project Account."

(b) Grantee shall appropriately record in the Project Account, and deposit in a bank or other corporate fiduciary, all grant payments received from the Sponsor pursuant to this Contract.

(c) Grantee shall charge to the Project Account all eligible costs of the project in accordance with the project budget. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the governing body of the Sponsor shall not be incurred, and Sponsor shall not be liable for any such unauthorized costs, directly or indirectly.

(d) All costs charged to the Project Account shall be supported by properly executed payroll, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

(e) Any check or order drawn by Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of Grantee, stating in proper detail the purpose for which such check or order is drawn. All checks, payroll, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other documents maintained by Grantee.

**7. Payment of Grant.** Payments made hereunder shall be handled as all other claims against the Sponsor. Grantee shall submit a claim or claims to the Sponsor in accordance with the provisions of the following reimbursement schedule or at such times as indicated therein: On or after September 1, 2008 = 1/4 of grant award; on or after December 1, 2008 = 1/4 of grant award; on or after March 1, 2009 = 1/4 of grant award; and on or after June 1, 2009 = 1/4 of grant award. Payment of each claim will be made by the Sponsor only after Project Monitor assures the Sponsor in writing that services rendered by Grantee prior to the date of making the claim were performed in accordance with the Grant Contract and completed in a timely manner.

**8. Audit and Inspection.** Grantee shall permit and shall require its agents and employees to permit the Sponsor or its authorized representative to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and accounts of Grantee pertaining to the grant and project provided herein. Grantee shall submit two copies of its annual independent audit to the Sponsor or its designated representative within thirty (30) days of receipt of such audit.

**9. Project Monitor.** The project shall be monitored by the Sponsor through the Lincoln-Lancaster County Administrator of Human Services. The Sponsor

and its designated representative shall be provided such financial and program service reports as they shall deem necessary during the contract period. Based upon these reports and upon her observations of the operation of the project, the Lincoln-Lancaster County Administrator of Human Services shall submit reports required by Sponsor, containing her review of the progress of the project. In the event of noncompliance with this Agreement by Grantee, the Project Monitor shall report said noncompliance to the Joint Budget Committee and the City Council of the City of Lincoln for further action which may include termination of the agreement.

**10. Human Services Planning.** Grantee shall participate in any comprehensive, long-range human services planning process being conducted by the City of Lincoln and Lancaster County. Failure to comply with this requirement shall constitute a breach of this contract.

**11. Contract of Grantee.** Grantee shall not execute any contract or obligate itself in any other manner with any third party with respect to the project provided herein without the prior written concurrence of the Sponsor or its designated representative.

**12. Equal Employment Opportunity.** In connection with the carrying out of the project provided herein, Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, Grantee shall comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age, or marital status.

**13. Hold Harmless and Insurance Requirements.** The Grantee shall indemnify and save harmless the Sponsor, its agents, employees and representatives from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of this contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Grantee, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Grantee to indemnify or hold harmless the Sponsor for any losses, claims, damages and expenses arising out of or resulting from the negligent or intentional acts of the Sponsor, its agents, or employees.

The Grantee shall carry insurance in the following kinds and minimum limits:

**A. Workers' Compensation Insurance and Employer's Liability Insurance**

Grantee shall purchase and maintain during the life of this contract the applicable

Workers' Compensation Insurance, fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

#### **B. General Liability Insurance**

The Contractor shall purchase and maintain during the life of this contract, General Liability Insurance, naming and protecting them and the Sponsor against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this contract whether such operations be by Grantee or any one directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

(1) Bodily Injury/Property Damage      \$1,000,000 Each Occurrence

\$2,000,000 Aggregate

(2) Personal Injury Damage              \$1,000,000 Each Occurrence

#### **C. Automotive Liability Insurance**

Bodily Injury & Property Damage      \$1,000,000 Combined Single Limit

The Grantee shall not commence work under this contract until it has obtained all insurance required under this section and has provided the Sponsor with a Certificate of Insurance showing the specific limits of insurance required by this section and showing the City of Lincoln as an additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

**14. Prohibited Interests.** Neither Grantee nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project provided herein, or any property included or planned to be included in the project in which any officer, agent, or employee of Grantee during his tenure or for one year thereafter has any financial interest, direct or indirect.

**15. Sponsor Not Obligated to Third Parties.** Sponsor shall not be obligated or liable hereunder to any party other than the Grantee.

**16. Breach or Default by Grantee.** In the event of any breach or default hereunder by Grantee during the term of the Grant Contract in performing the terms and conditions required hereunder, then and upon the happening of such event, Sponsor shall give written notice to Grantee of such breach or default, and Grantee

shall immediately surrender to Sponsor or its designated representative any balance remaining in the Project Account. Grantee shall be liable to Sponsor for immediate repayment of any unauthorized expenditure of funds from the Project Account.

**17. Severability.** If any portion of this Grant Contract is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.

**18. Term.** The term of this Grant Contract shall be for a period of twelve (12) months from and after September 1, 2008 through August 31, 2009. Any unencumbered balance remaining on Project Account upon termination shall be returned to Sponsor. This Grant Contract will be automatically renewed under the same terms and conditions, including compensation in the amount of \$10,000, for one additional period of twelve (12) months from September 1, 2009 to August 31, 2010, unless the Sponsor notifies the Grantee in writing no later than April 30, 2009 that the Grant will not be renewed. Payments during the additional period shall be made according to Paragraph 7 above, except that payments shall be made in accordance with the provisions of the following reimbursement schedule or at such times as indicated therein: On or after September 1, 2009 = ¼ of grant award; on or after December 1, 2009 = ¼ of grant award; on or after March 1, 2010 = ¼ of grant award; and on or after June 1, 2010 = ¼ of grant award.

EXECUTED by Grantee this 31 day of October, 2008.

HUMAN SERVICES FEDERATION  
A Nonprofit Corporation, Grantee.

ATTEST:

By: [Signature]

By: [Signature]

Title: Assistant

Title: Executive Director

EXECUTED by Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

CITY OF LINCOLN, NEBRASKA  
a municipal corporation, Sponsor

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to Form this 14 day  
of October, 2008.

[Signature]  
Chief Assistant City Attorney

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
10/31/08

<b>PRODUCER</b> INSPRO Insurance 1919 S 40th St, Suite #104 P.O. Box 6847 Lincoln, NE 68506		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Lincoln/Lancaster County Human Services Federation 1645 N Street, Suite A Lincoln, NE 68508-1824		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Columbia National Insurance Group	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BOPNE11189	07/01/08	07/01/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BOPNE11189	07/01/08	07/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
A			BOPNE11189	07/01/08	07/01/08	BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCPNE11189	07/01/08	07/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$100,000
						E.L. DISEASE - EA EMPLOYEE	\$100,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
		OTHER					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Lancaster County and the City of Lincoln are listed as additional insured with respect to General Liability

**CERTIFICATE HOLDER**

Lancaster County  
 & The City Of Lincoln  
 555 So. 10th St.  
 Lincoln, NE 68508

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*James D. Mifflin*

## Attachment A ‘ –

The Lincoln CASH Campaign (Creating Assets, Savings and Hope) is created to help low-and moderate-income workers move toward greater self-sufficiency (a) by receiving the federal and state Earned Income Tax Credit (EITC) that can supplement earnings and (b) through financial literacy and other asset-building activities. The CASH campaign will build upon the success and increase the capacity of the Lincoln Tax Assistance Coalition and its efforts to; provide free tax preparation, insure low and moderate income families access qualified tax credits such as the EITC (Earned Income Tax Credit) and Child Tax Credits, distribute financial asset building information, and promote the federal EITC and Nebraska EITC with qualified low and middle income working families by: (1) Raising Awareness regarding the EITC and Nebraska EITC, (2) Expanding Access to free tax preparation, (3) Providing training and materials on asset building to filers, and (4) Bridging to Benefits by linking EITC and other refund eligible filers to other community services or assistance they may be eligible to receive.

## Attachment B

The Lincoln CASH (Creating Assets, Savings and Hope) Campaign will work to promote economic stability and empowerment for low-income households throughout the community by increasing the capacity of our current efforts to (Goals):

1. Raise Awareness-Promote the EITC and Nebraska EITC to eligible workers to increase benefits to local families and the community.

Indicator-Increase in awareness/participation in free tax services and receipt of EITC and other tax credits.

Measure-The number of CASH tax filers.

### Strategies-

- More integrated use of 2-1-1 and a coordinated PSA campaign in needed.
  - Presentations to employers and service groups/organizations.
  - Enhance recruitment of multilingual volunteers for sites with significant demand from non-English speaking customers.
  - Integrated marketing and communications to include: payroll inserts, email, newsletters, posters, fliers, etc. to staff and customers at various community partner locations.
  - Working with the statewide coalition to develop consistent statewide materials will be beneficial and part of the project.
  - Website page linked from HSF site to include site locations, basic tax information, financial resources, etc.
  - Increase information available to 2-1-1 operators as they assist callers.
2. Expand Access-Provide free income tax preparation to assist eligible taxpayers in filing for the EITC and to help them save on fees and interest associated with paid preparers and rapid refunds.

Indicator-Expand access to sites and reduce the amount of filers using paid preparers.

- Measure-
- (1) The site hours of operation and days at key community locations.
  - (2) The number of volunteers providing free tax assistance.
  - (3) The number of filers utilizing the program.

### Strategies-



- Recruitment of additional volunteers.
- Reach out to targeted populations not currently familiar with or utilizing the free tax preparation services.
- Allow businesses/organizations to “adopt” the CASH Campaign and promote it as a volunteer opportunity.
- Partner agencies-defined roles and responsibilities.
- Site location determinations.
- Increase capacity at high demand sites by expanding hours of operation and number of volunteers.
- Technology capacity at sites developed and addition technology/computer resources obtained and made available to site locations.
- Host week-long large tax preparation events “SuperSites” with UNL that include childcare and additional community resources.
- Increase information available to 2-1-1 operators as they assist tax callers.

3. Asset Building- Provide free savings accounts for direct deposit of the refund and to support the savings and spending goals of EITC beneficiaries.

Indicator-Increase financial awareness and promoting savings/asset building among filers.

Measure- (1) the number of filers signing up for additional financial literacy classes.

- (2) The number of financial planning workbooks/information distributed.
- (3) The number of savings accounts started and maintained by filers.

Strategies-

- Partnering with Lincoln Action Program, UNL, SCC, US Bank, Wells Fargo, and other interested participants to develop/utilize a series of financial literacy programs and curriculum developed specifically for EITC recipients.
- Build stronger partnerships with local financial service providers.
- Improve the financial stability of low-income residents through opportunities to open bank accounts and financial education
- Increased use of savings/checking account creation and retention.
- Distribution of information regarding community financial resources available.

-Partner with credit advisor agencies to produce credit reports and assist families.

4. Bridge to Benefits- Link EITC refunds with important financial services and benefits to build family economic self-sufficiency including financial education, matched savings accounts (IDA), car loans, and benefits that can reduce the cost of living such as food stamps and child care subsidies.

Indicator-There will be an increase in knowledge and participation in other programs.

Measure- (1) The number of case management referrals made.  
(2) The number of additional service applications completed.

Strategies-

-Working with participating agencies to have community resources more readily available to participants and having community resource specialists (CASH Coaches) on-hand to assist customers with questions, etc.

-Referrals to other community programs and case management.

-Enhance the connection with poverty reduction programs such as on-site applications for food assistance.

Program evaluation (promotion, outreach, and education) will be assessed through increases/decreases in calls to the 211, numbers of people accessing tax preparation services, persons participating in financial literacy and management education, subsequent numbers of financial management activities clients choose to implement, numbers/dollar amounts of tax credit claims filed, numbers of new banking/investment partners, and dollar amount of client investments into financial asset building accounts.

Assessment of collected data will be evidence for the effectiveness of marketing, the degree of penetration of marketing materials to non-English speaking residents, types of financial management most acceptable to low-income residents.

Free tax preparation, and financial literacy results, including correctly filling out your W-4 and requesting the Advanced EITC, will be measured through data collection efforts at all free tax- preparation locations and will be compiled by the project coordinator. The CASH Campaign utilizes the Tax Wise software used at each tax-preparation site to collect data and requires each to provide a one-page reporting sheet. This one-page sheet records the stories about and impact on clients who participate in the program.

Information taken from Tax Wise reports to assess data will include: 1) the number of federal and state returns filed, 2) the average W-2 income and Adjusted Gross Income (AGI), 3) the amount claimed in EITC and Child Tax Credits, 4) the amount of federal

and state refunds awarded and 5) the number of direct deposits. In addition, a series of demographic questions will be collected from clients. Information will be used to help project partners in creating accurate reports, updating financial literacy and free tax-preparation programs to better meet client needs, and planning for the next year of programming. All tax preparation sites will adhere to IRS confidentiality guidelines and will not require clients to provide personal information.